

EXHIBIT A

INSTRUCTIONS AND DEFINITIONS

1. Except as otherwise provided below, each of the requests below relates to and calls for documents for the time period of January 1, 2015 to the present.
2. The requests below are continuing and if additional documents are acquired or discovered by you, you must supplement your responses accordingly.
3. If any of the documents requested herein are not in your possession but is known or believed to be in the possession of another person(s), state the identity of each such person and describe such information.
4. Except as otherwise provided below, the definitions in SDNY Local Civil Rule 26.3 and the defined terms in Kennedy's Complaint (annexed hereto as Exhibit 1) are incorporated by reference into this request.
5. "Basil" means Robert Basil.
6. "Basil Law Firm" means The Basil Law Group, P.C.
7. "Basil Residence" means an address at 5 Honey Brook Drive, Princeton, New Jersey 08540.
8. "Company" means WFT Fashion, LLC f/k/a Elizabeth Kennedy, LLC.
9. "Kennedy" means Elizabeth Kennedy.
10. "Kennedy Litigation" refers to the instant action, *Elizabeth Kennedy v. Robert Basil, et al.*, Case No. 1:18-cv-02501 (S.D.N.Y.).
11. "Marks" means trademarks registered with the USPTO, Registration Nos. 4811444 and 4811445.
12. "Noah Bank Loan" means the \$500,000 loan, line of credit and/or mortgage Noah

Bank provided to the Company on or about September 26, 2016.

13. “WFT Realty” means WFT Realty LLC.

14. “You” and “Your” means Noah Bank.

DOCUMENTS REQUESTED

1. All documents and communications concerning Kennedy, including, without limitation, documents and communications between or among You and Basil, the Basil Law Firm, the Company or WFT Realty related thereto.

2. All documents and communications concerning the Company, including, without limitation, documents and communications between or among You and Basil, the Basil Law Firm, the Company or WFT Realty related thereto.

3. All documents and communications concerning the Marks, including, without limitation, documents and communications between or among You and Basil, the Basil Law Firm, the Company or WFT Realty related thereto.

4. All documents and communications concerning the Noah Bank Loan, including, without limitation, documents and communications between or among You and Basil, the Basil Law Firm, the Company, WFT Realty or Jerry J. Kim related thereto.

5. All documents and communications concerning Your attempts or plan to sue Kennedy or any other person in connection with repayment of the Noah Bank Loan.

6. All documents and communications concerning the retention and payment of money or other consideration to Basil, the Basil Law Firm or WFT Realty for legal or related services in connection with preparation, negotiation and execution of the Noah Bank Loan.

7. All documents and communications concerning the Kennedy Litigation, including, without limitation, documents and communications between or among You and Basil, the Basil Law Firm, the Company or WFT Realty related thereto.

8. All documents and communications concerning the retention and payment of money or other consideration to Basil, the Basil Law Firm or WFT Realty for legal or related services in connection with the Kennedy Litigation.

9. All documents and communications concerning Your attempts and participation in the sale of products bearing the Marks, including, without limitation, documents and communications between or among You and Basil, the Basil Law Firm, the Company, WFT Realty or Caspert Auctioneers and Appraisers related thereto.

10. All documents and communications concerning Your attempts to secure any assets of the Company to repay the Noah Bank Loan, including, without limitation, documents and communications between or among You and Basil, the Basil Law Firm, the Company or WFT Realty related thereto.

11. All documents and communications concerning Your attempts to secure other assets, including the Basil Residence, to repay the Noah Bank Loan, including, without limitation, documents and communications between or among You and Basil, the Basil Law Firm, the Company or WFT Realty related thereto.

12. All documents and communications concerning any notice(s) of default of the Noah Bank Loan You sent to any person, including, without limitation, Basil, the Basil Law Firm, the Company or WFT Realty.

13. All documents and communications concerning repayment of the Noah Bank loan, including, without limitation, the source of such payments and the payoff schedule on the loan.

14. All documents and communications between or among You and Basil, the Basil Law Firm, the Company or WFT Realty concerning the Company's involuntary bankruptcy, including, without limitation, any actual or potential claims You have against the Company and any communications You have had with the Company or its bankruptcy trustee concerning the involuntary bankruptcy.

15. All documents and communications concerning business dealings or relationships between You and Basil, the Basil Law Firm, the Company, WFT Realty or any other entity in which Basil, the Basil Law Firm, the Company or WFT Realty directly or indirectly has an ownership interest, including, without limitation, any retainer agreements and monies received by Basil and Basil Law for legal or other services provided to Noah Bank.

Dated: New York, New York
November 3, 2018

Thompson Bukher LLP

By: /s/ Andrew R. Goldenberg
Andrew R. Goldenberg, Of Counsel (AG 8213)
Benjamin S. Thompson (BT2176)
75 Broad Street, Suite 2120
New York, New York 10004
Telephone: (212) 920-6050
Facsimile: (646) 924-3040

Attorneys for Plaintiff